

**Performance Based Corrective Action Agreement  
Between  
The United States Environmental Protection Agency and  
General Motors Corporation for the Allison Transmission Facility**

**I. Purpose**

The United States Environmental Protection Agency (USEPA) and General Motors Corporation (GM), collectively referred to as the Parties, establish this Agreement to enable GM to work independently and voluntarily to investigate, and as necessary stabilize and remediate releases of hazardous wastes or hazardous constituents at or from the Allison Transmission (Allison) facility (the "Site") that may present an unacceptable risk to human health or the environment. The Parties believe that GM will appropriately, efficiently and effectively investigate and, as necessary, remediate the Site on an accelerated basis by following the procedures and guidelines in this Agreement. This Agreement will have fulfilled its purpose and will terminate upon written acknowledgment by USEPA that GM has completed its corrective action obligations under RCRA at the Site.

**II. Background**

The Site is an active manufacturing facility located on several parcels in Speedway and Indianapolis, Indiana (Figure 1). Plants 3, 6, and 7 (commonly referred to as Plant 3 or the main campus) are located at 4700 West 10<sup>th</sup> Street, Speedway, Indiana. Plants 12 and 14 are located at 901 Grande Avenue, Indianapolis, Indiana. Plant 2 is located at 4500 West Gilman Avenue, Speedway, Indiana. Plant 3 includes a building covering approximately 2.2 million square feet. Plants 12 and 14 include a building covering approximately 1.0 million square feet. Demolition of the building at Plant 2 was completed in October 2004. The entire Site covers approximately 220 acres.

The current USEPA RCRA identification number for Plant 2 is IND000806828 and for Plants 3, 12, and 14 is IND006413348. At Plants 2, 12, and 14, Allison has always only been a generator of hazardous waste. At Plant 3, Allison previously notified as being a treatment facility, a greater than 90 day storage facility, a generator, and a transporter of hazardous waste. Allison has stopped transporting hazardous waste, and received approval from the Indiana Department of Environmental Management for closure of the treatment and storage operations. Currently, Allison is only a hazardous waste generator.

USEPA completed a Preliminary Assessment (PA) and Visual Site Inspection (VSI) of Plants 3, 12, and 14 dated September 28, 1993. The PA/VSI identified 41 solid waste management units (SWMUs) and three areas of concern (AOCs). In addition there are known releases of hazardous constituents at the Site.

USEPA and GM expect that GM will investigate, and as necessary remediate, all releases of hazardous wastes or constituents at or from the Site under the guidelines established in this Performance Based Corrective Action Agreement.

### **III. Definitions**

Unless otherwise specified herein, terms used in this Agreement which are defined in RCRA or in regulations promulgated under RCRA will have the definitions given to them in RCRA or in such regulations.

### **IV. Project Manager**

USEPA and GM will each designate a Project Manager and notify each other in writing of the Project Manager selected within 14 days of the effective date of this Agreement. Each Project Manager will be responsible for overseeing the implementation of this Agreement. The parties will provide prompt written notice whenever they change Project Managers.

### **V. Work to be Performed**

GM agrees to perform the actions specified in this section, in the manner and by the dates specified herein. GM will perform the work undertaken pursuant to this Agreement in compliance with RCRA and other applicable Federal and State laws and their implementing regulations, and consistent with all relevant USEPA guidance documents as appropriate to the Site. This guidance includes, but is not limited to, the Documentation of Environmental Indicator Determination Guidance, and relevant portions of the Model Scopes of Work for RCRA Corrective Action and of USEPA's Risk Assessment Guidance for Superfund.

1. GM will complete activities necessary to identify and define the nature and extent of releases of hazardous waste and/or hazardous constituents at or from the Site. These activities include:
  - a. Provide to USEPA, within 90 days after the effective date of this Agreement, a brief Current Conditions Report covering all areas of the Site. The Current Conditions Report will include any recent sampling data from the area of the Site under discussion, and a summary of the historic operations and physical setting of the area of the Site under discussion. The Current Conditions Report in total will describe, at a minimum, conditions at all SWMUs and AOCs identified in the September 28, 1993 PA/VS1 and any past or present locations at the Site for which GM knows of past treatment, storage, or disposal of hazardous waste or hazardous constituents. All such SWMUs, AOCs, and other locations will be designated Areas of Interest (AOIs).
  - b. Perform an investigation to identify the nature and extent of any releases of hazardous waste and/or hazardous constituents at or from the Site which may pose an unacceptable risk to human health or the environment, and provide a report to USEPA. The report will also describe the nature and extent of any releases of hazardous waste and/or hazardous constituents at or from the Site which do not pose an unacceptable risk to human health or the environment, and provide the basis for those conclusions, including an evaluation of the risks. The report may be prepared in phases to provide timely support for the

demonstrations described in Section V.2, below, and for the determinations and proposal described in Section V.3, below.

- c. GM may choose to proceed with remedial actions to limit site investigation or risk assessment activities in order to complete the work as defined in Sections V.2 and V.3 below.
2. GM will demonstrate by the dates indicated, through submitting an Environmental Indicators Report and by performing any other necessary activities, consistent with this Section, that:
    - a. By March 31, 2008, all current human exposures to contamination at or from the Site are under control. That is, for all media known or reasonably suspected to be contaminated with hazardous wastes or hazardous constituents above risk-based levels, for which there are complete pathways between contamination and human receptors, significant or unacceptable exposures do not exist.
    - b. By March 31, 2008, migration of contaminated groundwater at or from the Site is stabilized. That is, the migration of all groundwater known or reasonably suspected to be contaminated with hazardous wastes or hazardous constituents above acceptable levels is stabilized to remain within any existing areas of contamination as defined by monitoring locations designated at the time of the demonstration. In addition, any discharge of groundwater to surface water is either insignificant or shown to be currently acceptable according to an appropriate interim assessment. Monitoring and measurement data must be collected in the future as necessary to verify that migration of any contaminated groundwater is stabilized.
    - c. In order to prepare for and provide the demonstrations required by Sections V.2.a and V.2.b., above, GM will:
      - i. Determine appropriate risk screening criteria under current use scenarios and provide the basis and justification for the use of these criteria.
      - ii. Determine any current unacceptable risks to human health and the environment and describe why other identified risks are acceptable.
      - iii. Control any unacceptable current human exposures that are identified. This may include performing any corrective actions or other response measures ("Corrective Measures") necessary to control current human exposures to contamination to within acceptable risk levels.
      - iv. Stabilize the migration of contaminated groundwater. This may include implementing any Corrective Measures necessary to stabilize the migration of contaminated groundwater.
      - v. Conduct groundwater monitoring to confirm that any contaminated groundwater remains within the original area of contamination.

- vi. Prepare a report, either prior to or as part of the Environmental Indicators Report, that provides a description and justification for any interim actions performed to meet the requirements of this Section, including sampling documentation, construction completion documentation and/or confirmatory sampling results.

3. Final Corrective Measures:

- a. GM will propose to USEPA by September 30, 2008, final Corrective Measures necessary to protect human health and the environment from all current and future unacceptable risks due to releases of hazardous waste or hazardous constituents at or from the Site (the "Final Corrective Measures Proposal"). The proposal will describe all Corrective Measures implemented at the Site since the effective date of this Agreement. It will also include a description of all other final Corrective Measures evaluated by GM, a detailed explanation of why the proposed final Corrective Measures were preferred by GM, and cost estimates for the final Corrective Measures evaluated. The proposal will also include a detailed schedule to construct and implement the final Corrective Measures, and to submit a Final Remedy Construction Completion Report. This schedule will provide that as much of the initial construction work as practicable will be completed within one year after USEPA selects the final Corrective Measures and that all final Corrective Measures will be completed within a reasonable period of time to protect human health and the environment.
- b. As part of developing its proposals, GM must propose appropriate risk screening criteria, cleanup objectives, and points of compliance under current and reasonably expected future land use scenarios and provide the basis and justification for these decisions.
- c. USEPA and GM recognize that there is not enough information available at this time to estimate a date for selection of Corrective Measures or implementation of Corrective Measures. Therefore, upon completion of GM's Final Corrective Measures Proposal, a timeline for the selection of Corrective Measures (CA 400) and implementation of the selected Corrective Measures (CA 550) environmental indicators will be mutually agreed.
- d. USEPA may request supplemental information from GM if it determines that the proposals and supporting information do not provide an adequate basis to select final Corrective Measures that will protect human health and the environment from the release of hazardous waste or hazardous constituents at or from the Site. GM will provide such supplemental information in a timely manner as directed in writing by USEPA.
- e. USEPA will provide the public with an opportunity to review and comment on its proposed final Corrective Measures, including a detailed description and justification for the proposals (the "Statement of Basis"). Following the public comment period, USEPA will select the final Corrective Measures and provide

notification of its decision and rationale in a "Final Decision and Response to Comments ("Final Decision").

- f. If GM agrees with USEPA's selection of final Corrective Measures, GM will implement the final Corrective Measures selected in USEPA's Final Decision according to the schedule therein.

4. Reporting and other requirements:

- a. GM will establish a publicly accessible repository for information regarding site activities and conduct public outreach and involvement activities, consistent with the RCRA Public Participation Manual, as appropriate for the Site.
- b. GM will provide quarterly progress reports to USEPA by the 15<sup>th</sup> day of the month following a quarter. The report will list work performed to date, data collected, problems encountered, project schedule, and percent project completed.
- c. The parties will communicate frequently and in good faith to assure successful completion of the requirements of this Agreement, and will meet on at least a semi-annual basis to discuss the work proposed and performed under this Agreement.
- d. GM will provide a Final Remedy Construction Completion Report documenting all work that it has performed pursuant to the schedule in USEPA's Final Decision.
- e. If ongoing monitoring or operation and maintenance is required after construction of the selected final Corrective Measures, GM will include an operations and maintenance plan in the Final Remedy Construction Completion Report. GM will revise and resubmit the Report in response to USEPA's written comments, if any, by the dates USEPA specifies. Upon USEPA's written approval, GM will implement the approved operation and maintenance plan according to the schedule and provisions contained therein.
- f. Any risk assessments conducted by GM must estimate human health and ecological risk under reasonable maximum exposure for both current and reasonably expected future land use scenarios. Risk assessments will be conducted in accordance with the Risk Assessment Guidance for Superfund (RAGS) or other appropriate USEPA guidance. GM will use appropriate, conservative screening values when screening to determine whether further investigation is required. Appropriate screening values may include those derived from Federal Maximum Contaminant Levels, USEPA Region 9 Preliminary Remediation Goals, USEPA Region 5 Ecological Screening Levels, USEPA Region 5 Risk Based Screening Levels, USEPA Region 3 Risk Based Concentration Table, or RAGS.
- g. All sampling and analysis conducted under this Agreement will be performed in accordance with the Region 5 RCRA Quality Assurance Project Plan Policy (April

1998) as appropriate for the site, and be sufficient to identify and characterize the nature and extent of all releases. USEPA may audit laboratories selected by GM or require GM to purchase and have analyzed any Performance Evaluation (PE) samples selected by USEPA which are compounds of concern. GM will notify USEPA in writing at least 14 days before beginning each separate phase of field work performed under this Agreement. At the request of USEPA, GM will provide or allow USEPA or its authorized representative to take split or duplicate samples of all samples collected by GM under this Agreement.

## **VI. Record Preservation**

GM will retain, during the pendency of this Agreement and for at least six (6) years after termination of the entire Agreement, all data and all final documents now in its possession or control or which come into its possession or control which relate to this Agreement. GM will notify USEPA in writing 90 days before destroying any such records, and provide USEPA the opportunity to take possession of any such non-privileged documents. GM's notice will refer to the effective date, caption, and docket number of this Agreement and will be addressed to:

Director  
Waste, Pesticides and Toxics Division  
USEPA, Region 5  
77 W. Jackson Blvd.  
Chicago, IL 60604-3590

GM will also promptly provide USEPA's Project Manager a copy of any such notice.

GM further agrees that within 30 days of retaining or employing any agent, consultant, or contractor ("Agents") to carry out the terms of this Agreement, GM will enter into an agreement with the Agents to provide GM a copy of all data and final non-privileged documents produced under this Agreement.

GM agrees that it will not assert any privilege claim concerning any data developed to prepare any reports or conduct any investigations or other actions taken under the Agreement.

## **VII. Modification, Termination and Satisfaction.**

This Agreement may be modified by written, mutual agreement of the Parties. The Project Managers may agree in writing to extend any deadline in this Agreement.

Either Party may unilaterally terminate this Agreement upon written notice to the other Party.

GM may request that USEPA issue a determination that GM has met the corrective action cleanup objectives for the Site or a portion of the Site. GM will submit documentation that it has achieved the objectives and USEPA will respond in writing indicating whether GM has completed RCRA corrective action. If USEPA agrees that RCRA corrective action is complete it will issue a "No Further Action" determination for all or a portion of the Site.

The provisions of the Agreement will be satisfied upon GM's and USEPA's execution of an "Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights", consistent with USEPA's Model Scope of Work. GM's execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VI, to maintain any necessary institutional controls or other long terms measures, and to recognize the Parties' reservation of rights as required in Section VIII.

#### **VIII. Reservation of Rights**

The Parties reserve any and all rights, remedies, authorities or defenses that they respectively have under law. Nothing in this Agreement limits or affects the authority or ability of either Party to take any action authorized by law. Nothing in this Agreement creates any legal rights, claims or defenses in either Party or by or for any third Party. Nothing in this Agreement relieves GM from complying with applicable federal, state and local laws.

This Agreement does not limit or affect the rights of the Parties against any Third Party, nor does it limit the rights of Third Parties. The Parties agree that this Agreement does not constitute any decision on preauthorization of funds under §111(a)(2) of CERCLA.

## IX. Effective Date

This Agreement is effective on the date the last Party signs.

DATE: 4-22-05

BY: William J. McFarland  
William J. McFarland  
Director  
Remediation Services  
Worldwide Facilities Group  
General Motors Corporation

DATE: 27 April 2005

BY: Gerald W. Phillips  
Gerald W. Phillips  
RCRA Corrective Action Program Manager  
Waste, Pesticides and Toxics Division  
U.S. Environmental Protection Agency  
Region 5